

7277-E
Filed 12/25

THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

DEC 31 1981 -9 50 AM
INTERSTATE COMMERCE COMMISSION

December 15, 1981

LAW DEPARTMENT
Writer's direct
telephone line:

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

1-365A030
No. DEC 31 1981
Date
Fee \$ 10.00
ccy
100-100-100 D.C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 four duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released the following equipment from that Conditional Sale Agreement and Agreement and Assignment dated as of December 1, 1973 which were filed and recorded with the Interstate Commerce Commission on December 26, 1973 and assigned Recordation No. 7277:

Fifteen (15) 100-ton open top hopper cars bearing the Railroad's road numbers 193595, 193596, 193612, 193654, 193664, 193699 193743, 193747, 193758, 193793, 193799, 193840, 193841, 193849 and 193896.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Release.

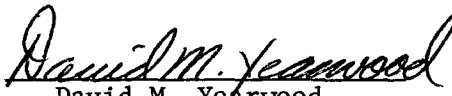
This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of
said Release to:

Mr. Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K Street, N.W.
Washington, D.C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By 
David M. Yearwood
General Attorney

7277-E

7277-E
RECORDATION NO. 7277-E
FEB 1 1981

Counterpart No. 1
Of 4 Counterparts

DEC 31 1981 -9 50 AM
INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of December 15, 1981 between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of December 1, 1973, hereinafter called the "Agreement", between Bethlehem Steel Corporation and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 500 100-ton open top hopper cars and 16 90-ton flat cars, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of December 1, 1973, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all its right, title and interest under the Agreement and to the cars (except certain rights excluded as set forth in Section 1 of said Assignment); and

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on December 26, 1973 and assigned Recordation No. 7277; and

WHEREAS, Article 8 of the Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences, for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, the Railroad has paid the Casualty Value for thirteen 100-ton open top hopper cars bearing the Railroad's road numbers 193595, 193596, 193612, 193654, 193699, 193743, 193747, 193758, 193793, 193799, 193840, 193841 and 193849, hereinafter referred to as the "Settled Cars", and

WHEREAS, two (2) 100-ton open top hopper cars bearing the Railroad's road numbers 193664 and 193896 have become worn out or irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad desires to obtain the release of the Destroyed Cars prior to the date payment of the Casualty Value is required for the Destroyed Cars in order that it might dispose of the Destroyed Cars, and Mercantile is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Settled Cars and Destroyed Cars from the terms of the Agreement and Assignment.

The Railroad agrees to make payment for the Casualty Value of the Destroyed Cars as and when required by the Conditional Sale Agreement.


The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from this Agreement.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

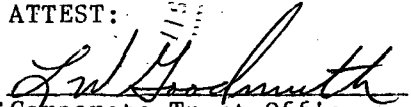
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

By


Assistant Vice President

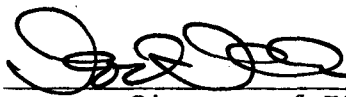
(Corporate Seal)

ATTEST:


ASSISTANT Corporate Trust Officer

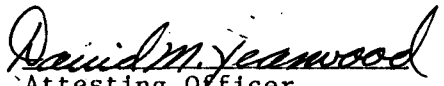
LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By


Director of Finance

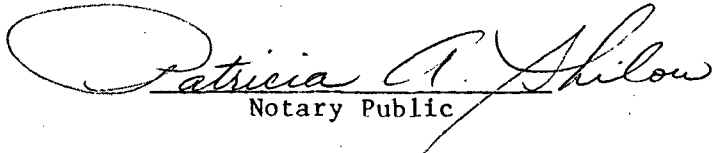
(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On the 24th day of December, 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

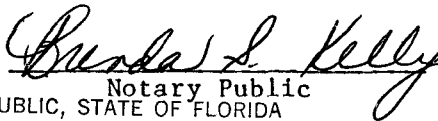

Notary Public

My Commission expires 7-1-82.

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On the 22nd day of December, 1981, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company

My Commission expires

(Notarial Seal)